

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, Joy S. Hudson and husband, Milford F. Hudson, as Lessors, and Titan Operating, LLC, as Lessee, entered into that certain Oil and Gas Lease dated October 16, 2008, which is filed by Memorandum as Instrument No. D208459004, Official Public Records of Tarrant County, Texas (the "Lease"); and

WHEREAS, Joy S. Hudson and husband, Milford F. Hudson (the "Lessors") and Titan Operating, LLC (the "Lessee") desire to amend the Lease in the manner provided below.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor, and Lessee hereby amend the Lease, as follows:

Leased Premises: Lessor and Lessee agree to replace the legal description of the Oil and Gas Lease with the following legal description:

Being a tract of land situated in the J. M. Steiner Survey, Abstract No. 1471, Tarrant County, Texas, being described in that certain General Warranty Deed with Vendor's Lien dated March 17, 2004, from Brian K. Macklin to Joy S. Hudson and husband, Milford F. Hudson, recorded as Instrument No. D204086537, Official Public Records of Tarrant County, Texas.

For the same consideration recited above, Lessor does hereby consent to, ratify, adopt and confirm all of the terms and provisions of the Lease, as amended herein, and does hereby grant, lease, demise and let to Lessee, its successors and assigns, the lands covered by the Lease, as amended herein, upon and subject to all of the terms and provisions set out in the Lease, as amended. The undersigned hereby further declares that the Lease, as amended, in all its terms and provisions, is and remains a valid and subsisting Oil & Gas Lease and declares that the Lease is binding upon the Lessor and Lessor's successors and assigns. Except as set forth above, the remaining terms and provisions of the Lease shall remain in full force and effect.

EXECUTED this 27TH day of OCTOBER, 2010.

Jay S. Hudson

Milford F. Hudson

TITAN OPERATING, LLC

William B. Ford
William B. Ford
Vice President of Land

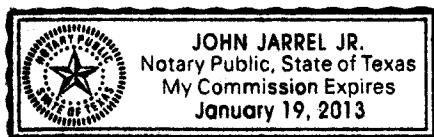
ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of OCTOBER, 2010, by Joy S. Hudson and husband, Milford F. Hudson.



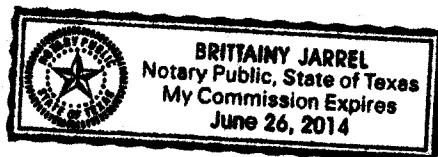

Joy S. Hudson
Notary Public, State of Texas

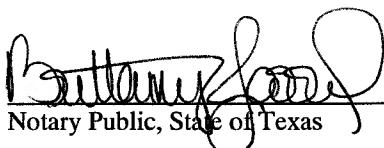
STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 9 day of November, 2010, by William B. Ford, acting as Vice President of Land for Titan Operating, LLC, a Texas limited liability company, on behalf of the limited liability company.

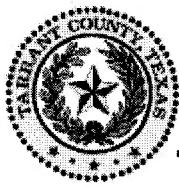



William B. Ford
Notary Public, State of Texas

After Recording Return To:
Norwood Land Services, LLC
6421 Camp Bowie Blvd., Ste 312
Fort Worth, TX 76116

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

NORWOOD LAND SERVICES
6421 CAMP BOWIE BLVD, STE 312
FT WORTH, TX 76116

Submitter: NORWOOD LAND SERVICES

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/24/2010 2:04 PM

Instrument #: D210291468

LSE	3	PGS	\$20.00
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By: Suzanne Henderson

D210291468

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES